

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS - WESTERN DIVISION

Civil Action No. 3:12-CV-30204-MAP

FORTELINEA SOFTWARE SYSTEMS, )  
LLC, f/k/a IBSG HIT, LLC, )  
Plaintiff )  
vs. )  
INTEGRATED BUSINESS )  
SOLUTIONS GROUP, LLC, a/k/a )  
INTEGRATED BUSINESS )  
SOLUTIONS GROUP, a/k/a IBSG, LLC, )  
a/k/a IBSG, OLEG KONDEL, OLEG )  
ANDRUKH, and ALEKSANDR )  
LIBERMAN, )  
Defendants )

**PLAINTIFF’S AND DEFENDANTS’ JOINT PROPOSED TEMPORARY  
ORDER WITH REGARD TO THE PRELIMINARY INJUNCTION**

Now come the Parties, Fortelinea Software Systems, LLC, f/k/a IBSG HIT, LLC (“Plaintiff” or “HIT”), and Integrated Business Solutions Group, LLC, a/k/a Integrated Business Solutions Group, a/k/a IBSG, LLC, a/ka/ IBSG (“IBSG”), Oleg Kondel, Oleg Andruk, and Aleksandr Liberman (collectively referred to herein as “Defendants”), who respectfully submit this Joint Proposed Temporary Order With Regard to the Preliminary Injunction.

The Court, after hearing hereby orders as follows:

For a period of thirty (30) days or such other time as agreed between the parties:

1. Defendants, their agents, employees, representatives, successors, licensees and assigns, and all other persons or entities in active concert or in privity or in participation with them are enjoined and prohibited from commercially exploiting or marketing the following:
  - a. The NWH Software, which is defined as the PATH Histology Tracking System as installed by Defendants at Newton-Wellesley Hospital (“NWH”) in February 2011, the Lablion Pathology System as installed by Defendants at NWH in July 2011, and the Lablion Pathology Management System as installed by Defendants at NWH as of October 17, 2012; and

- b. Any other software, program or system incorporating any portion of or based in any part upon the NWH Software, wherein such software, program or system constitutes a Competitive Product as defined under Section 4.12 of the IBSG HIT, LLC Limited Liability Company Operating Agreement (the “Operating Agreement”).
2. Defendants will deliver to Plaintiff all brochures, manuals, software, marketing and promotional materials, and signage of any kind, which are directly related to the use and/or advertisement of any software or program described in Sections 1.a. and 1.b. above.
3. Defendants will disclose to Plaintiff the names of any and all persons and entities to whom they have communicated with the purpose of establishing a business relationship regarding any software or program described in Sections 1.a. and 1.b. above.
4. Defendants, their agents, employees, representatives, successors, licensees and assigns, and all other persons or entities in active concert or in privity or in participation with them are enjoined from and shall disavow any attempt to interfere with, complicate or prohibit the Plaintiff's relationship with NWH or Partners Healthcare in obtaining or maintaining the NWH Software.
5. Defendants, their agents, employees and successors are enjoined to deliver upon oath to plaintiff any and all originals, copies, facsimiles, or duplicates of the NWH Software in their possession, custody or control, including but not limited to:
  - All source code, including any version control system repositories (VCS) and/or saved revisions/versions of the NWH Software;
  - All scripts related to the setup and installation of the NWH Software, including separate scripts for initial data and test data;
  - Any documentation in the form of user manuals, technical manuals, installation manuals, or api documentation not included in the source code;

- Any images or graphics related to the development and usage of the NWH Software;
- Any scripts, software or materials related to the installation of the NWH Software;
- Any scripts, software or materials related to the testing of the NWH Software.

6. Defendants, their agents, employees, representatives, successors, licensees and assigns, and all other persons or entities in active concert or in privity or in participation with them be enjoined and directed to account for any and all proceeds received from the sale, installation, licensing or servicing of any software or program described in Sections 1.a. and 1.b. above.

7. Defendants shall notify the Plaintiff prior to engaging in any activities with respect to the commercial exploitation or marketing of any “Competitive Product”.

THE PLAINTIFF,  
Fortelinea Software Systems, LLC

By /s/ Nancy Frankel Pelletier, Esq.  
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THE DEFENDANTS, INTEGRATED  
BUSINESS SOLUTIONS GROUP, LLC,  
a/k/a INTEGRATED BUSINESS  
SOLUTIONS GROUP, a/k/a IBSG, LLC,  
a/k/a IBSG, OLEG KONDEL, OLEG  
ANDRUKH, and ALEKSANDR  
LIBERMAN, BY THEIR ATTORNEY

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Date: February 6, 2013